

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

IN RE:

DENNIS J. WERNER

Case No.:

Chapter 13

Debtor,
_____/

Chapter 13 Plan

1. MONTHLY PLAN PAYMENTS: Including Trustee's fee of 10% and beginning thirty (30) days from filing/conversion date. Debtor¹ to pay to the Trustee for the period of 60 months. In the event the Trustee does not retain the full 10%, any portion not retained will be paid to unsecured creditor's pro-rata under the plan:

- A. \$ 100.00 for months 1 to 60 ;
B. \$ _____ for months _____ to _____ ;
C. \$ _____ for months _____ to _____ ; in order to pay the following creditors:

2. ADMINISTRATIVE ATTORNEY FEE: \$2,500.00 TOTAL PAID \$1,000.00

Balance Due \$1,500.00 Payable Through Plan \$100.00 Monthly

3. PRIORITY CLAIMS: [as defined in 11 U.S.C. §507]

Name of Creditor	Total Claim
_____	_____
_____	_____
_____	_____

TRUSTEE FEES: Trustee shall receive a fee from each payment received, the percentage of which is fixed periodically by the United States Trustee.

SECURED CLAIMS:

Pre-Confirmation Adequate Protection Payments: No later than 30 days after the date of the filing of this Plan or the Order for Relief, whichever is earlier, the Debtor shall make the following adequate protection payments to creditors pursuant to §1326(a)(1)(C). If the Debtor makes such adequate protection payments on allowed claims to the Trustee pending confirmation of the Plan, the creditor shall have an administrative lien on such payment(s), subject to objection.

Name of Creditor	Collateral	Adequate Protection Payment in Plan
_____	_____	_____
_____	_____	_____
_____	_____	_____

(A) Claims Secured by Real Property Which Debtor Intends to Retain / Mortgage Payments Paid Through the Plan: Debtor will pay, in addition to all other sums due under the proposed Plan, all regular monthly post-petition mortgage payments to the Trustee as part of the plan. These regular monthly mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due

¹ All references to "Debtor" includes and refers to both of the debtors in a case filed jointly by two individuals.

beginning the first due date after the case is filed and continuing each month thereafter. The Trustee shall pay the post-petition mortgage payments on the following mortgage claims:

Name of Creditor	Security	Collateral	Estimated Payment

(B) Claims Secured by Real Property Which Debtor Intend(s) to Retain / Arrearages Paid Through the Plan: In addition to the provisions in Paragraph A above requiring all post-petition mortgage payments to be paid to the Trustee as part of the Plan, the Trustee shall pay the pre-petition arrearages on the following mortgage claims:

Name of Creditor	Security	Collateral	Arrearages

(C) Claims Secured by Personal Property to Which Section 506 Valuation is NOT Applicable Secured Balances: Upon confirmation of the Plan, the interest rate shown below or as modified will be binding unless a timely written objection to confirmation is filed and sustained by the Court. Payments distributed by the Trustee are subject to the availability of funds.

Name of Creditor	Collateral	Ad. Prot. Pmt.	Sec. Balance	Interest Rate 5.25%

(D) Claims Secured by Personal Property to Which Section 506 Valuation is Applicable:

Name of Creditor	Collateral	Ad. Prot Pmt. In Plan	Value	Int. Rate _____

(E) Claims secured by Personal Property: Regular Adequate Protection Payments and any Arrearages Paid in Plan:

Name of Creditor	Collateral	Ad. Prot Pmt. In Plan	Arrearages

(F) Secured Claims/Lease Claims Paid Direct by the Debtor: The following secured claims/lease claims are to be paid direct to the creditor or lessor by the Debtor outside the Plan. The automatic stay is terminated *in rem* as to these creditors and lessors upon the filing of this Plan. Nothing herein is intended to terminate any codebtor stay or to abrogate the Debtor's state law contract rights. The Plan must provide for the assumption of lease claims in the Lease/Executory Contract section below.

Name of Creditor	Property/Collateral

(G) Surrender of Collateral/Leased Property: Debtor will surrender the following collateral/leased property no later than thirty (30) days from the filing of the petition unless specified

PLAN SUMMARY

Attorneys Fees:	
Marshall G. Reissman	\$1,500.00
Pro-rata distribution to unsecured	\$3,900.00
Trustee's Fee	<u>\$ 600.00</u>
Total	\$6,000.00
Plan payments \$100.00 x 60 months	\$6,000.00
Pre-Confirmation Payments are:	\$100.00/mo.